UNITED STATES DISTRICT COURT SOUTHERN DISTRICT OF NEW YORK

JOSH BRUECKNER

Plaintiff,

Civ. No. 20 CV 3323 (JSR)

v.

YOU CAN BEAM LLC,

Defendant.

PROPOSED ORDER OF JUDGMENT

This matter having come before the Court upon the motion of Plaintiff Josh Brueckner for Summary Judgment, pursuant to Rule 56 of the Federal Rules of Civil Procedure;

WHEREAS, Plaintiff moved the Court for summary judgment on Plaintiff's claim for breach of contract and on Defendant You Can Beam LLC's breach of contract counterclaim; and

WHEREAS, by Memorandum and Order dated May 27, 2021, the Court granted Plaintiff's motion in all respects; and

WHEREAS, the agreement at issue required Defendant to make monthly payments of \$15,000 to Plaintiff for six months and provide one month's notice prior to termination, or seven \$15,000 payments in total, unless the agreement was properly terminated for cause; and

WHEREAS, the Court found that Defendant did not properly terminate the agreement for cause; and

WHEREAS, Defendant made one \$15,000 payment to Plaintiff, leaving six payments of \$15,000 due, or \$90,000 due in total; and

WHEREAS, in this case filed under the diversity jurisdiction of the Court, interest is calculated pursuant to CPLR §5004 at nine percent per annum; and

WHEREAS, Defendant breached the agreement by terminating it without cause on April 8, 2020; and

WHEREAS, interest at nine percent per annum on \$90,000 for the period from April 8, 2020 until May 27, 2021 equals \$9,187.40; and

IT IS HEREBY ORDERED AND ADJUDGED, that judgment is entered in favor of Plaintiff Josh Brueckner, and against Defendant, You Can Beam LLC, in the amount of \$99,187.40; and

IT IS FURTHER ORDERED, that judgment shall be entered by the clerk for the total amount as set forth and computed above.

Dated: 7/30/2021

HOW. JED S. KAKOFF, U.S.D.J